

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

**IN RE:
TAMARA DIONNE BEACHAM**

BANKRUPTCY CASE NO. 24-01458-JAW

21st Mortgage Corporation

Movant

vs.

**Tamara Dionne Beacham, Debtor and
Harold J. Barkley, Jr., Trustee**

Respondents

**MOTION FOR RELIEF FROM STAY
AND FOR OTHER RELIEF**

COMES NOW, 21st Mortgage Corporation (hereinafter “21st Mortgage”) brings this Motion for Relief from Stay and for Other Relief as follows:

1. On June 24, 2024, Tamara Dionne Beacham (“Debtor”), filed a petition for relief pursuant to Title 11 of the United States Code. This Court has jurisdiction over the parties and subject matter to this action pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. §§ 554, and 362. This is a core proceeding pursuant to 28 U.S.C. § 157 (b) (2) (A), (G) and (O).

2. On May 3, 2023 , Debtor executed a Consumer Loan Note, Security Agreement and Disclosure Statement (“Agreement”) in the original principal amount of \$167,420.65. A true and correct copy of said Agreement is attached hereto and made a part hereof and marked Exhibit “A”.

3. 21st is a secured creditor of Debtor and hold a valid, duly perfected security interest in Debtor's 2023 Timbercreek manufactured home. Copies of documents supporting the debt and 21st’s security interest are attached to this motion.

4. To further secure repayment of the indebtedness due, Debtor pledged to 21st certain real property located in Copiah County, Mississippi. 21st's lien is evidenced by a Deed of Trust, which is recorded in the land records of the Chancery Clerk of Copiah County, Mississippi, at book DOT 855, page 572-593. A true and correct copy of the Deed of Trust is attached as Exhibit "B". 21st

has a valid, duly perfected security interest in the real property.

5. The Debtor's plan is two (2) months or more in arrears to the Trustee. 21st Mortgage is not receiving payments due under the Plan. The Debtor's plan has been confirmed.

6. 21st Mortgage has not received adequate protection as required by 11 U.S.C. §§ 361, 362 and 363. Additionally, there is no equity in the property for the benefit of the Debtor or the Estate.

7. 21st Mortgage's collateral is burdensome and of inconsequential value and benefit to the Estate.

8. 21st Mortgage incurred significant costs and expenses because of the actions of the Debtor and request reimbursement of these cost and expenses in the plan totaling \$599.00.

WHEREFORE, PREMISES CONSIDERED, 21st Mortgage Corporation requests the Court terminate the automatic stay of 11 U.S.C. § 362 to allow 21st Mortgage to proceed to enforce its security interest and repossess and liquidate its collateral, to order abandonment 21st Mortgage's collateral pursuant to 11 U.S.C. § 554, and that the stay provisions of Rule 4001 of the Federal Rules of Bankruptcy Procedure not apply. 21st Mortgage further requests reimbursement of attorney fees and cost in the amount of \$599.00 to be included in the Plan. In the alternative, the Court is requested to grant such other relief as is necessary under the circumstances.

DATED: April 25, 2025.

Respectfully submitted,

21st Mortgage Corporation

BY: _____


Edward E. Lawler, Jr.
Its Attorney

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CERTIFICATE OF SERVICE

I certify that copies of the foregoing documents were served upon the following:

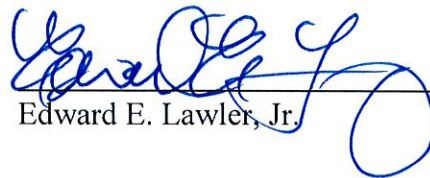
Thomas Carl Rollins, Jr.
Post Office Box 13767
Jackson, MS 39236

United States Trustee
501 East Court Street, Suite 6-430
Jackson, MS 39201

Harold J. Barkley, Jr.
Chapter 13 Trustee
Post Office Box 4476
Jackson, MS 39296-4476

Tamara Dionne Beacham
Post Office Box 544
Hazlehurst, MS 39083

by United States mail, postage prepaid, or by electronic notice, on April 25, 2025.



Edward E. Lawler, Jr.

TFMTG-B1887